## ASSIGNMENT OF INTEREST IN RENTALS

whereas, on the lat. day of June, 1957, the Acme Land Company,
a Delaware Corporation,, did lease to Paul Childress of Joplin, Missouri,
the following described real estate, to wit:

The East One Haif (E½) of the Northwest Quarter (NWŁ) and the Northeast Quarter (NEŁ) and the North One Haif (N½) of the South One Haif (S½) and the Southeast Quarter (SEŁ) of the Southeast Quarter (SEŁ) of Section 32 and the Northwest Quarter (NWŁ) of the Southwest Quarter (SWŁ) of Section 33, Township 28, Range 32, all in Jasper County, Missouri.

of Webb City, Missouri, a portion of the rentals due and payable or to become due and payable to him, subject to the following conditions.

- I. The lease above referred to is hereby made a part of this assignment and a true and correct copy thereof is hereto attached and marked Exhibit "A". This assignment is subject and subordinate to each and every condition of said lease.
- 2. Assignor does not bind nor obligate himself to the assignee herein named that he will perform the obligations placed upon him or any successor or assignee of his by the terms of said lease, and if rentals under said lease shall terminate by reason of default by the assignor or his successor, the assignor herein shall not be liable in any way to assignee on account thereof.
- 3. This assignment shall not be assigned, transferred, sold or conveyed and shall terminate upon the death of assignee, and shall be binding upon the heirs, successors or assigns of assignor. If assignor shall obtain a new or different lease on the above described land from Acme Land Company, this assignment shall remain in force and effect as to such new or different lease and assignee shall be entitled to receive the same proportion part of the rentals payable to assignor thereunder as is provided for herein.
- 4. Assignor is entitled to receive, under Paragraph 12 of said lease,
  40% of the net profits received from the sale of the products produced from
  said land above described as rental. For value received, assignor does hereby
  assign and set over to Lois Dearing, subject to the terms hereof and to the
  terms of said lease, 7/16ths. of the said 40% payable to him.

5. If the operations to be conducted on said property shall be carried on by lessor, the amounts but assigned shall be paid to him concurrently with the payments provided for by said lessento lessor thereunder. If said operations are conducted by others, a copy of this assignment may be delivered to such others and payment hereunder shall be made directly to assigned, and deducted from the amount due assignor, at the same time such payments become due under the lease to the lessor named therein and to assignor.

IN WITHNESS WHEREOF, I have set my hand on this the 14 day of

PAUL CHILDRESS, Assignor

COUNTY OF JASPER)	33.				
On this the	14 Chay of	June	, 1961	before me, a	a Notar

Public, personally appeared Paul Childress, to me known to be the person. described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. And the said Paul Childress further declares himself to be single and unmarried.

office seal at my office in Johlin, Missouri, the day and year last above

TARTA

STATE OF MISSOURI)

Notary Public In and for said County and State.

"My commission expires

My Commission Expires March 11, 1963